

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

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MAHA ZORBA, )  
                  )  
Plaintiff,     )  
                  )  
v.               )     Civil Action No. 1:15-cv-08387  
                  )  
                  )  
                  )     Hon. Judge Milton Shadur  
                  )  
WELLS FARGO BANK, N.A., et al., )  
                  )  
Defendants.    )

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**WELLS FARGO'S MOTION FOR LEAVE TO FILE UNDER SEAL  
CONFIDENTIAL SETTLEMENT AGREEMENT AS EXHIBIT A  
TO WELLS FARGO'S ANSWER AND AFFIRMATIVE DEFENSES AND TO  
SEAL THE AGREEMENT AS TO ALL PARTIES EXCEPT FOR PLAINTIFF**

Wells Fargo Bank, N.A. ("Wells Fargo"), by and through its attorneys, and pursuant to Local Rules 5.8 and 26.2, respectfully requests that this Court grant Wells Fargo leave to file under seal, as Exhibit A to Wells Fargo's Answer and Affirmative Defenses, a prior settlement agreement between Wells Fargo and Plaintiff Maha Zorba ("Plaintiff"). In support of this motion, Wells Fargo states as follows:

1. Plaintiff filed the Complaint on September 23, 2015, alleging one count under the Fair Credit Reporting Act against Wells Fargo. Dkt. 1.
2. Prior to the filing of the Complaint, Wells Fargo and Plaintiff entered into a settlement agreement, the terms of which are confidential.
3. In its Answer and Affirmative Defenses, Wells Fargo asserts that the settlement agreement is a complete bar to Plaintiff's claim against Wells Fargo. Dkt. 40 at p. 25.

4. Wells Fargo expects to file a Rule 12(c) motion for judgment on the pleadings.

5. Because the settlement agreement's terms are confidential, and because Wells Fargo expects to file a Rule 12(c) motion, Wells Fargo seeks to file the settlement agreement under seal as Exhibit A to its Answer and Affirmative Defenses.

6. Local Rule 5.8 provides that “[a]ny document to be filed under seal shall be filed in compliance with procedures established by the Clerk of Court and approved by the Executive Committee,” and refers to Local Rule 26.2.

7. Local Rule 26.2(b) provides that “[t]he court may for good cause shown enter an order directing that one or more documents be filed under seal.”

8. Because the settlement agreement is the basis for Wells Fargo's First Affirmative Defense, and because the settlement agreement's terms are confidential, there is good cause to grant Wells Fargo leave to file the settlement agreement under seal in order to maintain the confidentiality of the settlement agreement's terms.<sup>1</sup>

9. Pursuant to Local Rule 26.2(c), Wells Fargo has filed the instant motion for leave to file the settlement agreement under seal as Exhibit A to Wells Fargo's Answer and Affirmative Defenses, which were filed December 14, 2015.

10. Pursuant to Local Rule 26.2(e), a “complete version, without any redactions” of the settlement agreement will be delivered to the Court forthwith and served upon Plaintiff's counsel.

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<sup>1</sup> Wells Fargo is aware of the Seventh Circuit's position on filing documents under seal in certain circumstances. *See, e.g., Baxter Int'l, Inc. v. Abbott Labs.*, 297 F.3d 544, 548 (7th Cir. 2002) (requiring a motion for leave to file under seal to “analyze in detail, document by document, the propriety of secrecy, providing reasons and legal citations”). Because the instant settlement agreement's terms are confidential, it is not susceptible in this unsealed motion to the type of analysis that Judge Easterbrook discusses in *Baxter International*.

11. Accordingly, Wells Fargo respectfully requests that this Court enter an order allowing Wells Fargo to file the settlement agreement under seal as Exhibit A to its Answer and Affirmative Defenses.

12. Wells Fargo further respectfully requests that this Court enter an order sealing the settlement agreement/Exhibit A with respect to all parties other than Wells Fargo and Plaintiff in order to maintain the confidentiality of the agreement's terms.

13. This request is not intended to cause any undue delay and will not unfairly prejudice any party.

WHEREFORE, Wells Fargo respectfully requests that this Court enter an order permitting Wells Fargo to file the confidential settlement agreement under seal as Exhibit A to its Answer and Affirmative Defenses and sealing the settlement agreement/Exhibit A with respect to all parties other than Wells Fargo and Plaintiff.

Dated: December 18, 2015

Respectfully submitted,

**WELLS FARGO BANK, N.A.**

By: /s/ Joseph M. Snapper

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**CERTIFICATE OF SERVICE**

I, Joseph M. Snapper, an attorney, hereby certify that on December 18, 2015, I caused a true and correct copy of the foregoing **WELLS FARGO'S MOTION FOR LEAVE TO FILE UNDER SEAL CONFIDENTIAL SETTLEMENT AGREEMENT AS EXHIBIT A TO WELLS FARGO'S ANSWER AND AFFIRMATIVE DEFENSES AND TO SEAL THE AGREEMENT AS TO ALL PARTIES EXCEPT FOR PLAINTIFF** to be filed and served electronically via the court's CM/ECF system.

/s/ Joseph M. Snapper  
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